

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**Exhibit A**

**[PROPOSED] Order**

WEIL, GOTSHAL & MANGES LLP  
Stephen Karotkin (*pro hac vice*)  
(stephen.karotkin@weil.com)  
Jessica Liou (*pro hac vice*)  
(jessica.liou@weil.com)  
Matthew Goren (*pro hac vice*)  
(matthew.goren@weil.com)|  
767 Fifth Avenue  
New York, NY 10153-0119  
Tel: 212 310 8000  
Fax: 212 310 8007

KELLER & BENVENUTTI LLP  
Tobias S. Keller (#151445)  
(tkeller@kellerbenvenutti.com)  
Jane Kim (#298192)  
(jkim@kellerbenvenutti.com)  
650 California Street, Suite 1900  
San Francisco, CA 94108  
Tel: 415 496 6723  
Fax: 650 636 9251

*Proposed Attorneys for Debtors  
and Debtors in Possession*

**UNITED STATES BANKRUPTCY COURT  
NORTHERN DISTRICT OF CALIFORNIA  
SAN FRANCISCO DIVISION**

**In re:**

**PG&E CORPORATION,**

**- and -**

**PACIFIC GAS AND ELECTRIC  
COMPANY,**

**Debtors.**

- ☐ Affects PG&E Corporation  
☐ Affects Pacific Gas and Electric Company  
☒ Affects both Debtors

*\* All papers shall be filed in the Lead Case,  
No. 19-30088 (DM).*

Bankruptcy Case  
No. 19-30088 (DM)

Chapter 11

(Lead Case)

(Jointly Administered)

**[PROPOSED] ORDER PURSUANT TO 11  
U.S.C. §§ 327(a) AND 328(a) AND FED. R.  
BANKR. P. 2014(a) AND 2016  
AUTHORIZING THE RETENTION AND  
EMPLOYMENT OF LAZARD FRÈRES &  
CO. LLC AS INVESTMENT BANKER TO  
THE DEBTORS EFFECTIVE AS OF THE  
PETITION DATE**

1           Upon the Application, dated March 14, 2019 (the “**Application**”),<sup>1</sup> of PG&E Corporation  
2 (“**PG&E Corp.**”) and Pacific Gas and Electric Company (the “**Utility**”), as debtors and debtors in  
3 possession (collectively, “**PG&E**” or the “**Debtors**”) in the above-captioned chapter 11 cases (the  
4 “**Chapter 11 Cases**”), pursuant to sections 327(a) and 328(a) of title 11 of the United States Code  
5 (the “**Bankruptcy Code**”) and Rules 2014(a) and 2016 of the Federal Rules of Bankruptcy Procedure  
6 (the “**Bankruptcy Rules**”), for an order: (i) authorizing the employment and retention of Lazard Frères  
7 & Co. LLC (“**Lazard**”) as investment banker for the Debtors effective as of the Petition Date; (ii)  
8 modifying certain time-keeping requirements; and (iii) granting related relief, in accordance with the  
9 terms and conditions set forth in the engagement letter between the Debtors and Lazard dated as of  
10 January 4, 2019 (the “**Engagement Letter**,” which Engagement Letter includes the terms of the related  
11 indemnification letter dated as of September 15, 2011, the “**Indemnification Letter**”), ; and this Court  
12 having jurisdiction to consider the Application and the relief requested therein pursuant to 28 U.S.C.  
13 §§ 157 and 1334, *Order Referring Bankruptcy Cases and Proceedings to Bankruptcy Judges*, General  
14 Order 24 (N.D. Cal.), and Rule 5011-1(a) of the Bankruptcy Local Rules for the United States District  
15 Court for the Northern District of California (the “**Bankruptcy Local Rules**”); and consideration of the  
16 Application and the requested relief being a core proceeding pursuant to 28 U.S.C. § 157(b); and venue  
17 being proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409; and the Court having found and  
18 determined that notice of the Application as provided to the parties listed therein is reasonable and  
19 sufficient, and it appearing that no other or further notice need be provided; and this Court having  
20 reviewed the Application and the Ziman Declaration; and this Court having determined that the legal  
21 and factual bases set forth in the Application establish just cause for the relief granted herein; and it  
22 appearing that the relief requested in the Application is in the best interests of the Debtors, their estates,  
23 creditors, shareholders, and all parties in interest; and upon all of the proceedings had before this Court  
24 and after due deliberation and sufficient cause appearing therefor,

25           **IT IS HEREBY ORDERED THAT:**

- 26           1.       The Application is granted as provided herein.

27  
28           <sup>1</sup> Capitalized terms used but not otherwise herein defined shall have the meanings ascribed to such terms in the Application.

1                   2.       The Debtors are authorized, pursuant to sections 327(a) and 328(a) of the  
2 Bankruptcy Code and Bankruptcy Rules 2014(a) and 2016, to engage Lazard as their investment banker  
3 in these Chapter 11 Cases, effective as of the Petition Date, pursuant to the terms of the Engagement  
4 Letter and the Indemnification Letter, copies of which are annexed hereto as Exhibit 1 and Exhibit 2  
5 respectively.

6                   3.       All of Lazard's compensation as set forth in the Engagement Letter and the  
7 Indemnification Letter including, without limitation, the Monthly Fees, the Transaction Fee, the  
8 Restructuring Fee, and the Financing Fee, and the expense reimbursement and indemnification and  
9 related obligations, are approved pursuant to section 328(a) of the Bankruptcy Code and Lazard shall  
10 be compensated, reimbursed and indemnified pursuant to section 328(a) of the Bankruptcy Code in  
11 accordance with the terms of, and at the times specified in, the Engagement Letter and Indemnification  
12 Letter; provided, however, that the following language in sections 2(a), 2(b), 2(d) and 2(e) of the  
13 Engagement Letter shall be deemed stricken: "provided that in the event of Chapter 11 filing, such credit  
14 shall only apply to the extent that such fees are approved in their entirety by the Bankruptcy Court, if  
15 applicable."

16                   4.       Lazard shall file monthly fee statements and interim and final fee applications for  
17 the allowance of compensation for services rendered and reimbursement of expenses incurred in  
18 accordance with sections 330 and 331 of the Bankruptcy Code, the Bankruptcy Rules, the Bankruptcy  
19 Local Rules, the Fee Guidelines and any Orders, provided that Lazard shall be compensated and  
20 reimbursed pursuant to Bankruptcy Code section 328(a) and that Lazard's fees and expenses shall not  
21 be subject to review under the standard set forth in section 330 of the Bankruptcy Code.

22                   5.       Notwithstanding anything to the contrary herein, the Office of the United States  
23 Trustee shall have the right to object to Lazard's interim and final fee applications (including expense  
24 reimbursement) on all grounds, including the reasonableness standard provided in section 330 of the  
25 Bankruptcy Code.

26                   6.       Notwithstanding anything to the contrary in the Application, any of its  
27 attachments, or the Engagement Letter and Indemnification Letter, Lazard shall not seek reimbursement  
28 of any fees or costs arising from the defense of any of Lazard's monthly fee statements or fee applications

1 in these Chapter 11 Cases.

2 7. Lazard shall be excused from keeping time records for services rendered in one-  
3 tenth-hour (.1) increments, and instead shall only be required to maintain time records in half-hour (.5)  
4 increments in summary format.

5 8. None of the fees payable to Lazard shall constitute a “bonus” or fee enhancement  
6 under applicable law.

7 9. The indemnification, exculpation, contribution, reimbursement and related  
8 provisions set forth in the Engagement Letter and Indemnification Letter are approved, subject during  
9 the pendency of these Chapter 11 Cases to the following:

- 10 a. Lazard shall not be entitled to indemnification, contribution or reimbursement  
11 for services other than the services provided under the Engagement Letter,  
12 unless such services and the indemnification, contribution or reimbursement  
13 therefor are approved by the Court; and
- 14 b. notwithstanding any provisions of the Engagement Letter or Indemnification  
15 Letter to the contrary, the Debtors shall have no obligation to indemnify an  
16 Indemnified Person or provide contribution or reimbursement to an  
17 Indemnified Person (i) for any claim or expense that is judicially determined  
18 (the determination having become final) to have arisen from such Indemnified  
19 Person’s bad faith, self-dealing, breach of fiduciary duty (if any), gross  
20 negligence, or willful misconduct, (ii) for a contractual dispute in which the  
21 Debtors allege the breach of Lazard’s contractual obligations if the Court  
22 determines that indemnification, contribution, or reimbursement would not be  
23 permissible, or (iii) for any claim or expense that is settled prior to a judicial  
24 determination as to the exclusions set forth in clauses (i) and (ii) above, but  
25 determined by this Court, after notice and a hearing, to be a claim or expense  
26 for which such Indemnified Person should not receive indemnity, contribution  
27 or reimbursement under the terms of the Engagement Letter and  
28 Indemnification Letter, as modified by this Order; and
- c. if, during the pendency of the Debtors’ Chapter 11 Cases, the indemnification  
is held unenforceable by reason of the exclusions set forth in subparagraph b.  
above (i.e., bad faith, self-dealing, breach of fiduciary duty (if any), gross  
negligence, willful misconduct, or for a contractual dispute in which the  
Debtors allege the breach of Lazard’s contractual obligations if the Court  
determines that indemnification would not be permissible) and Lazard makes  
a claim for the payment of any amounts by the Debtors on account of the  
Debtors’ contribution obligations, then the proviso set forth in the second  
sentence of the contribution provisions in the Engagement Letter shall not  
apply.

10. To the extent that there may be any inconsistency between the terms of the  
Application, the Engagement Letter, the Indemnification Letter, and this Order, the terms of this Order

1 shall govern.

2                   11.     The relief granted herein shall be binding upon any chapter 11 trustee appointed  
3 in the Chapter 11 Cases, or upon any chapter 7 trustee appointed in the event of a subsequent conversion  
4 of the Chapter 11 Cases to cases under chapter 7.

5                   12.     The Debtors are authorized to take all steps necessary or appropriate to carry out  
6 this Order.

7                   13.     This Court shall retain jurisdiction to hear and determine all matters arising from  
8 or related to the implementation, interpretation, or enforcement of this Order. For the avoidance of  
9 doubt, notwithstanding any provision in the Engagement Letter to the contrary, during the pendency of  
10 these Chapter 11 Cases, this Court shall have exclusive jurisdiction over the approval of fees due and  
11 owing to Lazard for this retention.

12                                   \*\* END OF ORDER \*\*